

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

M2 CONSULTING, INC.,)	
)	
Plaintiff,)	
)	
v.)	C.A. NO. 03-12589-GAO
)	
MRO SOFTWARE, INC.,)	
)	
Defendant.)	

**AFFIDAVIT OF LEE T. GESMER IN SUPPORT OF
MRO SOFTWARE, INC.'S MOTION FOR PRELIMINARY INJUNCTION**

I, LEE T. GESMER, do hereby depose and state as follows:

1. I am an attorney at Gesmer Updegrove LLP. I am counsel for MRO Software, Inc., in the above-captioned case.
2. On October 26, 2005, I mailed and faxed to Michael Fee, counsel for M2 Consulting, Inc., the letter attached as Exhibit A. I received no response to this letter.
3. On November 18, 2005, I mailed and faxed to Michael Fee the letter attached as Exhibit B. Again, I received no response to this letter.
4. On December 19, 2005 I conferred with Mark Resnick, counsel for M2 Consulting, Inc., regarding MRO Software, Inc.'s intention to file a motion for preliminary injunction based on M2's continued use of MRO's MAXIMO software following expiration of the two year sunset provision contained in the 2002 Hosting Agreement. During that conversation Mr. Resnick told me that M2 would not stop hosting MAXIMO for its existing customers. One reason (of several) that he expressed for this position was that M2 was economically dependent on its monthly revenues from MAXIMO hosting, and that if these commissions stopped it would be economically harmful to M2.

Signed under the pains and penalties of perjury this 30th day of December, 2005.

/s/ Lee Gesmer
Lee Gesmer